DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter the "Agreement") is entered into between the following parties:

Mydata ApS
Trindsøvej 6, 1
8000 Aarhus C
CVR: 31068258

(hereinafter "MD / the Supplier")

and

Name: _____
Address: _____

CVR: _____

(hereinafter "the Customer")

The following applies to the Agreement, which furthermore constitutes an appendix to the Terms and Conditions for the provision of data protection services (hereinafter the "Main Agreement").

The Main Agreement will always be available at www.mydata.security

1. General

1.1 The Agreement concerns the Supplier's obligations to comply with the security requirements set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

1.2 On 25 May 2018, the Danish Act on Processing of Personal Data was replaced by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "General Data Protection Regulation" or "GDPR").

1.3 The Agreement incorporates the requirements imposed on data processing agreements under the GDPR.

1.4 The Supplier shall process personal data in accordance with good data processing practice and in compliance with the applicable rules and regulations governing the processing of personal data at any given time.

2. Purpose

Pursuant to the Main Agreement with the Customer, the Supplier processes personal data on behalf of the Customer.

This concerns general data necessary to provide our services, such as name, address, e-mail address, telephone number, IP address, order data, and other information that the Customer may enter into the system or submit when using it.

3. Rights and Obligations of the Supplier

3.1 The Customer is the data controller for the personal data that the Customer instructs the Supplier to process.
The Customer is responsible for ensuring that the personal data which the Customer instructs the Supplier to process may lawfully be processed by the Supplier, including that such processing is necessary and legitimate in relation to the Customer's performance of its tasks.

3.2 The Customer has the rights and obligations assigned to a data controller under applicable legislation, cf. clauses 1.1 and 1.2 of the Agreement.

4. Obligations of the Supplier

4.1 The Supplier acts as data processor for the personal data processed by the Supplier on behalf of the Customer, cf. clause 6.

As data processor, the Supplier is subject to the obligations imposed on data processors under applicable legislation, cf. clauses 1.1 and 1.2 of the Agreement.

4.2 The Supplier shall only process the entrusted personal data in accordance with instructions from the Customer, cf. clause 6 and/or instructions set out in the Main Agreement, and solely for the purpose of fulfilling the Main Agreement.

4.3 The Supplier shall safeguard personal data through appropriate technical and organisational security measures as described in the GDPR.

4.4 The Supplier shall disclose geographical processing locations and relevant certifications/statements (e.g. ISO/IEC 27001, ISAE 3000/3402) in an updated appendix or on an accessible URL.
Changes shall be notified in writing.

5. Sub-processors

5.1 A sub-processor is defined as a sub-supplier to whom the Supplier has delegated all or part of the processing carried out on behalf of the Customer.

5.2 The Supplier may not, without the Customer's general prior written consent, engage sub-processors other than those listed in Appendix 1, including replacements.

Changes to Appendix 1 shall be notified in writing with 30 days' prior notice.
The Customer may raise a justified objection within the notice period; the parties shall seek a solution. Failure to object constitutes approval.

5.3   If the Supplier delegates the processing of personal data for which the Customer is the data controller to a sub-processor, the Supplier shall enter into a written (sub-)data processing agreement with the sub-processor.

5.4   The sub-processor agreement, cf. clause 5.3, shall impose on the sub-processor the same data protection obligations as those imposed on the Supplier under this Agreement, including the requirement that the sub-processor provides sufficient expertise, reliability, and resources to implement appropriate technical and organisational measures ensuring compliance with the GDPR and protection of the data subjects' rights.

5.5   Where the Supplier delegates processing to sub-processors, the Supplier remains liable towards the Customer for the sub-processors' compliance with their obligations, cf. clause 5.3.

5.6   The Customer may at any time request documentation from the Supplier regarding the existence and content of sub-processor agreements relating to sub-processors used by the Supplier in fulfilling its obligations to the Customer.

5.7   All communication between the Customer and any sub-processor shall take place via the Supplier.

        All of the Supplier's sub-processors are listed in Appendix 1.

6. Instructions

6.1   The Supplier's processing of personal data on behalf of the Customer shall take place solely in accordance with the instructions contained in the Main Agreement. It is the Supplier's responsibility to ensure that any sub-processors, cf. clause 5.3, receive the Supplier's instructions.

6.2   The Supplier shall immediately notify the Customer if, in the Supplier's assessment, an instruction conflicts with applicable legislation, cf. clause 1.2.

7. Technical and Organisational Security Measures

7.1 The Supplier shall review its internal security policies and guidelines for the processing of personal data at least once annually to ensure that appropriate security measures are continuously maintained.

7.2 The Supplier and its employees are prohibited from obtaining any information that is not relevant to the performance of their duties.

7.3 The Supplier is obliged to instruct employees who have access to or otherwise process the Customer's personal data regarding the Supplier's obligations, including provisions on confidentiality and secrecy, cf. clause 9.

7.4 The Supplier shall immediately notify the Customer of any personal data breach, as well as of:

(i) any request from a public authority for disclosure of personal data covered by the Agreement, unless such notification is explicitly prohibited by law (e.g. to safeguard the confidentiality of a law enforcement investigation),

(ii) any other non-compliance with this Agreement or with the obligations of the Supplier or its sub-processors.

7.5 The Supplier may not publicly or to third parties communicate about personal data breaches, cf. clause 7.6, without prior written agreement with the Customer regarding the content of such communication, unless the Supplier is legally obliged to do so.

7.6 In the event of a personal data breach, the Supplier shall notify the Customer without undue delay and no later than 24 hours after becoming aware of the breach.

The notification shall at a minimum describe:

(i) the nature of the breach (categories and approximate number of affected data subjects and data records),

(ii) the likely consequences, and

(iii) the measures taken or proposed to mitigate the breach.

8. Transfers to Third Countries

8.1   Any transfer of personal data by the Supplier to countries outside the EU (third countries), e.g. via a sub-processor, shall take place in accordance with the Supplier's instructions, cf. the Main Agreement.

8.2   For transfers to third countries, the Supplier shall ensure a valid transfer mechanism in accordance with GDPR Chapter V (e.g. EU Commission Standard Contractual Clauses with accompanying TIA and/or, where applicable, the EU-U.S. Data Privacy Framework).

    Documentation shall be provided upon request.
    Transfers to the UK shall take place pursuant to the EU's adequacy decision.

9. Confidentiality

9.1   The Supplier shall ensure that all persons who process information covered by the Agreement – including employees, third parties (e.g. repair technicians), and sub-processors – are subject to confidentiality obligations or appropriate statutory duties of secrecy.

10. Audits and Statements

10.1   The Supplier is obliged, without undue delay, to provide the Customer with the information necessary to enable the Customer at any time to verify that the Supplier complies with the requirements of this Agreement.

10.2   The Supplier shall continuously conduct independent audits of this Agreement. The scope and process of such audits, including associated costs, shall be borne by the Supplier.

11. Amendments to the Agreement

11.1   The Customer may at any time, with at least 14 days' prior notice, make amendments to the Agreement. The amendment process and associated costs shall be agreed in writing between the Customer and the Supplier in the Main Agreement. The Supplier shall without undue delay ensure that any sub-processors are also bound by such amendments.

12. Deletion of Data

12.1   The Customer shall decide whether personal data shall be deleted or returned after the processing has ceased pursuant to the Main Agreement.

12.2   Deletion or return shall take place to the extent permitted by law.
If the Supplier is legally obliged to retain certain information, such information shall be processed in accordance with applicable legislation and solely for that purpose.

12.3   No later than 14 days prior to termination of the Main Agreement, the Customer shall notify the Supplier in writing whether all personal data is to be deleted or returned.

If personal data is returned, the Supplier shall ensure that any sub-processors comply with the Customer's instruction.

12.4   The Supplier shall provide documentation confirming that deletion pursuant to clause 12.2 has been completed.

13. Breach of Contract etc.

13.1   Breach of contract and other disputes are governed by the Main Agreement.
In the event of any breach by the Customer of the Main Agreement, the Supplier may not withhold the Customer's data.

14. Liability

14.1   Liability matters are governed by the Main Agreement.

15. Entry into Force and Term

15.1   The Agreement enters into force upon signature by both parties and remains in effect until termination of the Main Agreement.

16. Formal Requirements

16.1   The Agreement shall be in writing, including electronically, and shall be held by both the Customer and the Supplier.

17. Signatures

This Agreement is executed in two original copies, one for each party.
The signatories confirm by their signatures that they are authorised signatories of the respective parties.

The Customer

Date:

_____

Name (Block Letters)

_____

Signature

MYDATA

Date: 04/09 2025

DANIEL KJERSGAARD

_____

Name (Block Letters)

_____

Signature

APPENDIX 1

Sub-processors in MYDATA APS

Upon entry into force of the provisions, the data controller has approved the use of the following sub-processors:

NAME	DESCRIPTION
WANNAFIND	HOSTING SERVICES
ZENDESK	EMAIL SYSTEM
RELATEL	PHONE SYSTEM
TELAVOX AB	PHONE SYSTEM
NETS A/S	PAYMENT SOLUTION
MICROSOFT	OFFICE SYSTEMS
PCRYPT	PRODUCT PARTNERSHIP
DIGITALOCEAN	HOSTING SERVICES
WHMCS LTD	CRM/INVOICING PROCESSING
CONNECTWISE	PRODUCT PARTNERSHIP
DEFENTRY AB	PRODUCT PARTNERSHIP
SALAHOSTING	HOSTING SERVICES
SCREENCONNECT	REMOTE SUPPORT
TEAMVIEWER	REMOTE SUPPORT
ENREACH	PHONE SYSTEM
ELOVADE	PRODUCT PARTNERSHIP
CLEARHAUS A/S	PAYMENT SOLUTION
TRUSTBOX A/S	PRODUCT PARTNERSHIP
TEAM.BLUE DENMARK A/S	HOSTING SERVICES
DCS	PRODUCT PARTNERSHIP
PANDASECURITY SL	PRODUCT PARTNERSHIP
QUICKPAY APS	PAYMENT GATEWAY
TWILIO IRELAND LTD	EMAIL SYSTEM